

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Who's Calling, Inc.		02/27/2006	CORPORATION: WASHINGTON
Standardcall LLC		02/27/2006	LIMITED LIABILITY COMPANY: DELAWARE
Clickpath LLC		02/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, Inc.
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2908648	CALL SAFE
Serial Number:	78326952	CALL SAFE
Registration Number:	2975768	CALL SYNC
Registration Number:	2966451	DEALER DESK
Registration Number:	2975769	CALLER VIEW
Serial Number:	78976535	EMAIL ADVANTAGE
Serial Number:	78315162	IT PAYS TO KNOW.
Registration Number:	2975770	LEAD SAVER
Registration Number:	3008795	SALES CATALYST
Registration Number:	3048605	VOICE VIEW MONITORING
Serial Number:	78976162	VOICE VIEW

OP \$540.00 2908648

Serial Number:	78315304	VOICE VIEW
Registration Number:	2975766	WHO'S CALLING
Registration Number:	2975767	WHO'S CALLING
Registration Number:	2958539	WHO'S CALLING
Registration Number:	2639010	WHO'S CALLING
Registration Number:	2958540	WHO'S CALLING
Serial Number:	78812659	CLICKPATH
Serial Number:	78812673	STANDARDCALL
Serial Number:	78812668	MORE REVENUE. EVERY TIME.
Registration Number:	2322897	WHO'S CALLING.COM

**CORRESPONDENCE DATA**

Fax Number: (213)996-3339

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00201
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	04/25/2006

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of February, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Who's Calling, Inc., a Washington corporation ("Parent") and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all reissues, continuations or extensions of the foregoing;
  - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
  - (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any

requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**WHO'S CALLING, INC.**, a Washington corporation

By: [Signature]  
Name: BERT W. HOEVE  
Title: C.F.O.

**STANDARDCALL LLC**, a Delaware limited liability company

By: [Signature]  
Name: William Carle  
Title: Secretary of Who's Calling, Inc., its managing member

**CLICKPATH LLC**, a Delaware limited liability company

By: [Signature]  
Name: William Carle  
Title: Secretary of Who's Calling, Inc., its managing member

AGENT:

WELLS FARGO FOOTHILL, INC.,

By:                     *Cheri MacDonald*                      
Name: Cheri MacDonald  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

These Trademarks are all OWNED by Who's Calling, Inc.

Registration No. unless otherwise specified	Registration or Application Date	Jurisdiction of Registration or Application	Description of Trademarks, Tradenames or Service Marks
U.S. 2,908,648	Registered Dec 7, 2004	Int. Classes 35, 41, and 42	Call Safe Servicemark
US App. Serial No. 78/326,952	Filed Nov 12, 2003	Int. Classes 41	Call Safe
U.S. 2,975,768	Registered July 26, 2005	Int. Classes 9, 35, and 42	Call Sync Trademark Servicemark
U.S. 2,966,451	Registered July 12, 2005	Int. Class 35	Dealer Desk Service mark
U.S. 2,975,769	Registered U.S. July 26, 2005	Int. Classes 9, 35, and 42	Caller View Trademark and Service mark
US Application Serial No. 78/976,535	Filed March 4, 2004	Int. Classes 35 and 42	Email Advantage
US App. Serial No. 78/315,162	Filed Oct 17, 2003	Int. Classes 9, 35, 38, 41, and 42	It Pays to Know
U.S. 2,975,770	Registered July 26, 2005	Int. Class 9	Lead Saver Servicemark
U.S. 3,008,795	Registered Oct. 25, 2005	Int. Classes 35, 38, 41, and 42	Sales Catalyst Service Mark
U.S. 3,048,605	Registered Jan. 24, 2006	Int. Classes 35, 38, and 42	Voice View Monitoring Servicemark
U.S. App. Serial No. 78/976,162	Filed Oct 17, 2003	Int. Class 38	Voice View



U.S. App. Serial No. 78/315,304	Filed Oct 17, 2003	Int. Classes 9, 35, 38, 42	Voice View
(a) U.S. 2,975,766 (b) U.S. 2,975,767 (c) U.S. 2,958,539	(a) Registered July 26, 2005 (b,c ) Registered May 31, 2005	(a and b) Int. Classes 9, 35, 38, and 42  (c) Int. Class 41	(a and b) Who's Calling and Design Trademark and Servicemark  (c) Service Mark
U.S. 2,639,010	Registered Oct 22, 2002	Int. Class 35	Who's Calling Design Servicemark
U.S. 2,958,540	Registered May 1, 2005	Int. Class 41	Who's Calling Design Servicemark
(a) Serial No. 78/812,659 (b) Serial No. 78/812,673 (c) Serial No. 78/812,668	Filed Feb 10, 2006	(a and c) Int. Classes 35, 42  (b) Int. Classes 35, 38, 42	(a) ClickPath (b) StandardCall (c) More Revenue. Every Time.
International Reg. No. 860997 Madrid Protocol  USPTO RefNo. A0000699	Registered Feb 10, 2005	European Community	Sales Catalyst
76133	Registered Feb. 11, 2002	Mexico Int. Class 35	Who's Calling & Design
2576734	Registered Dec. 6, 2003	CTM Int. Class 35	Who's Calling & Design
902996	Registered Feb 8, 2002	Australia Int. Class 35	Who's Calling & Design
TMA624901	Registered Aug. 11, 2004	Canada	Who's Calling & Design

Trade Names

NONE

**Common Law Trademarks**

Common law trademarks are not listed because they are not material; our policy is to register all trademarks we regard as material.

**Trademarks Not Currently In Use**

Registration No.	Registration or Application Date	Jurisdiction of Registration or Application	Description of Trademarks, Tradenames or Service Marks
U.S. 2,322,897	Registered Feb 29, 2000	Int. Class 35	Who's Calling.com

**Trademark Licenses**

NONE